

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Michael Gregory Sarafa

**2. Registration Number**

7362

**3. Primary Address of Registrant**

201 West Big Beaver, Suite 1200, Troy, MI 48084

**4. Name of Foreign Principal**

Embassy of the Republic of Iraq

**5. Address of Foreign Principal**P.O. Box P Street NW  
Washington, DC 20036**6. Country/Region Represented**

IRAQ

**7. Indicate whether the foreign principal is one of the following:**☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Embassy of the Republic of Iraq

b) Name and title of official(s) with whom registrant engages

Ambassador Nazar Al-Khirullah

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

01/23/2024Michael Sarafa/s/Michael Sarafa

Michael G. Sauter



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Michael Gregory Sarafa

2. Registration Number  
7362

3. Name of Foreign Principal  
Embassy of the Republic of Iraq

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/22/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Agent will facilitate meetings primarily in Illinois and Michigan with members of the Iraqi American community. Agent will from time to time attend meetings with the Embassy staff in Washington DC. Agent will provide strategic guidance with respect to governmental affairs primarily with Congressional officials from Michigan and Illinois.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached agreement.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Political activities will be confined to introductions and meetings with Congressional officials primarily from Illinois and Michigan with the intent of building a better relationship between countries and engaging the Iraqi American community in the same.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

01/23/2024

Michael Sarafa

/s/Michael Sarafa



Michael G. Sauter

This Consultant Services Agreement ("Agreement") is made effective as of January 22, 2024, between Butzel Long ("the firm") with an address located at 201 W. Big Beaver Rd., Suite 1200, Troy MI 48084 and the Embassy of the Republic of Iraq in Washington, DC ("the Embassy") with an address located at 1801 P St NW, Washington, DC 20036. Butzel and the Embassy are also referred to as the "Parties" and each as a "Party".

The Parties, intending legally and equitably to be bound, agree as follows:

1. **Services.** As permitted by applicable United States laws and regulations, Butzel shall provide the Embassy with public affairs representation in the United States. All services in this Agreement will be carried out solely in the United States. Changes to the scope of work after execution of this Agreement may be subject to additional fees and work delays. The Parties agree to have a regular in-person meeting to follow up execution of this Agreement. Services include:
  - Performing liaison work with the Iraqi American business community, primarily in Michigan and Illinois.
  - Working on trade and economic development ties between the Republic of Iraq and the United States by leveraging successful Iraqi American businesses and businesspeople.
  - Assisting with local and state networking in the communities and states with prominent Iraqi American populations.
  - Providing Public Affairs Advisory Services in the U.S. for the Ambassador and his staff.
  - Working with Senators and Congressmembers representing Michigan State in the US Congress to enhance the Us-Iraq relations.
2. **Fees.** For all public affairs services rendered by the firm, the Embassy shall pay (\$27,000) quarterly at the beginning of each quarterly period beginning Jan. 22, 2024 (then on April 22, 2024; July 22, 2024; October 22, 2024, and so on throughout the remainder of the consultancy).
3. **Expenses.** This retainer agreement is inclusive of all expenses unless otherwise expressly approved by authorized Embassy personnel.
4. **Payment Terms.** Quarterly
5. **Term.** The term of this Agreement runs from January 22, 2024 through January 21, 2025. During the term of this Agreement, the Parties agreed to assess the work within three months of the execution of this Agreement and either Party may terminate this Agreement with 30 days' prior written notice.
6. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.** a. Butzel and the Embassy shall comply with any and all restrictions and requirements of the Foreign Agents Registrations Act, and any other applicable laws and regulations of the United States. b. The Embassy represents and warrants that it has supplied Butzel with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Butzel will be required to complete and file public disclosure forms in connection with this engagement. The Embassy agrees that it will immediately notify Butzel in the event of any changes to this information.

7. Changes and Modifications. Any material changes to the scope of work or the terms of this Agreement must be set forth in writing executed by the Parties. Butzel shall promptly notify the Embassy in writing of any change in the scope of work that Butzel reasonably determines is necessary. Such notice shall specify (a) the particular elements of the scope of work for which Butzel is seeking a change, (b) the reason for the requested change, and (c) the impact, if any, that the requested change will have on (i) the fees, (ii) time for performance or (iii) any other terms or conditions of this Agreement.
8. This arrangement will not include services such as litigation or other legal services, marketing, printing or publishing; we are happy to coordinate such matters not included in this engagement with those in the Firm having specialized experience and skills, which would be opened as a new matter under different terms and a separate retainer

AGREED TO:



On behalf of the Embassy of the Republic of Iraq in Washington, DC  
H.E. Nazar Al Khirallah, Ambassador of Iraq to the United States

01/22/24

Date



On behalf of Butzel Long  
Michael G. Sarafa, Counsel

01/18/24

Date